

TOWN OF WESTFORD
AND
LOCAL #3126 INTERNATIONAL ASSOCIATION
OF FIRE FIGHTERS AFL-CIO

JULY 1, 2010 TO JUNE 30, 2011

(Ratified by Board of Selectmen on 8/10/10)

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PREAMBLE

This AGREEMENT is entered into by and between the Town of Westford (hereinafter referred to as the "Town") and Local #3126 of the International Association of Fire Fighters AFL-CIO (hereinafter referred to as the "Union").

It is acknowledged by both parties that the purpose of this Agreement is to reach an amicable understanding with respect to the employer-employee relationship which exists between them and to enter into an Agreement covering wages, hours and other conditions of employment.

ARTICLE 1 RECOGNITION OF THE UNION

The Town hereby recognizes the Union as the sole and exclusive representative and bargaining agent for all uniformed full-time permanent employees of the Fire Department but excluding the deputy Fire Chief, the Fire Chief and all other employees of the Town.

The Town will not aid, promote or recognize any other Union or organizations which purport to engage in collective bargaining or make any agreement with any such Union or organization for the purpose of undermining the Union.

ARTICLE 2 DISCRIMINATION CLAUSE

Section 1:

The parties to this Agreement agree that they will not discriminate against members of the bargaining unit because of sex, sexual orientation, as defined by law, age, as defined by law, race, color, religion, handicap, national origin, genetic information or military status, as defined by state law.

Section 2:

If the Town accommodates an employee in accordance with the Americans With Disabilities Act ("ADA") or state anti-discrimination laws, that accommodation shall not be the subject of a grievance or arbitration.

Section 3:

The parties to this Agreement further agree that they will not discriminate against any bargaining unit member based upon union or non-union membership.

ARTICLE 3 DUES CHECK OFF

Section 1: The Town shall deduct regular Union dues in the amount stated by the employee, from the employee's regular paycheck for each month. The amounts deducted

shall be sent to the Union's office with a roster. The Town will, at the same time notify the Union of the names and addresses of any new employees and the names of the employees leaving Town employment. The deduction of dues shall be in accordance with approved Town procedures.

Section 2: The Union agrees to indemnify and save the Town harmless against any and all claims, suits or other forms of liability arising out of the application of this Article. The Union assumes full responsibility for the disposition of the monies so deducted once they have been turned over to the treasurer of the Union, who shall provide such information to the Town Treasurer as may be required by said Town Treasurer under General Laws, Chapter 180, Section 17A.

ARTICLE 4

UNION BUSINESS

Section 1:

The Union President, or a member designated by the Union, upon two weeks' notice for item A, B and C, and one weeks' notice for section D shall be granted leave without loss of pay and benefits for up to four (4) scheduled tours of duty in a fiscal year for the purpose of conducting Union business, provided, however, that the union guarantee that an employee can be found to fill the vacancy without the necessity of an order-in by the Chief. For the purpose of the above sentence Union business shall include but not be limited to:

- A. Biennial Convention of the International Association of Fire Fighter, AFL-CIO;
- B. Annual Convention of Professional Fire Fighters of Massachusetts, AFL-CIO;
- C. State meetings of the Professional Fire Fighters of Massachusetts, AFL-CIO;
- D. Formal grievance meetings with representatives of the Town.

Section 2:

No more than (4) employees who are members of the Union shall be allowed reasonable time off without loss of pay for the purpose of scheduled, formal contract negotiations.

Section 3:

Union Officers unable to accept an overtime assignment because of participation in Union business shall not be charged with a refusal on the overtime rotation.

Section 4:

The Employer shall provide 25% of space on the existing bulletin boards for the use of the Union in all Fire Stations at a convenient and accessible location to employees. The Parties agree that they shall not post inflammatory or derogatory material on such bulletin boards.

ARTICLE 5
NO STRIKES

Pursuant to Chapter 150E of the M.G.L., Union and employees agree not to engage in, induce or encourage any strike, work stoppage, slowdown or withholding of services by employees which are normally provided to the Town. Union shall immediately in writing order such members back to return to work and to immediately cease such practices. The Town shall receive a copy of this written notice.

Employees who engage in activity prohibited by this Article shall not be paid for the time involved, or for any makeup time which results from such activity.

Any employee who induces, encourages or engages in prohibited activity, as defined above, shall be subject to discipline, up to and including discharge. In any discipline case under this Article, the sole issue shall be limited to the factual question of whether the employee induced, encouraged or engaged in the prohibited activity and not whether the penalty for such activity should be modified.

ARTICLE 6
MANAGEMENT RIGHTS

Unless an express and specific provision of this Agreement clearly provides otherwise, the Town of Westford, acting through its Board of Selectmen and Fire Chief retain all rights and prerogatives to manage and control the Fire Department and its functions; and, likewise, the Town's officers, department heads and employees retain all rights and prerogatives to manage and control their respective departments and functions.

By way of example but not limitations, such rights include:

to determine the organization of the Fire Department or functions, the number of employees, the work tasks pertaining to the job description established by the Chief, and the technology of performing them; to determine the numbers, types, and grades of positions or employees assigned to the Fire Department, the Town and the Chief reserve the right to delegate Fire Department work related projects and location of projects, and number of personnel assigned to any Fire Department related projects;

to determine the policies and practices involving or affecting the hiring, promotion, assignment, direction and transfer of personnel including the determination of qualifications and requirements for the position or promotion;


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to determine the equipment to be used and the uniforms to be worn in the performance of duty; to establish qualifications for ability to perform work in classes and/ratings, including physical, educational, experience and skill and qualifications;

to lay-off employees in the event of lack of work or funds or under conditions where management believes that continuation of such work would be less efficient, less productive or less economical;

to determine the number and selection of employees to be assigned to work schedules and shifts;

to determine the assignment of duties and work assignments, including the change of duties and work assignments from time to time, and the scheduling and enforcement of working hours;

to determine which employees, if any, are to be called in for work at times other than their regularly scheduled hours and the determination of the classification(s) to be so called;

to assign and require overtime work;

to grant and schedule leaves;

the Town and Fire Chief may take whatever actions may be necessary to carry out its responsibilities in situations of emergency;

the Town and the Fire Chief have the right to enforce rules and regulations for the governance of the Fire Department or its functions;

to increase, diminish, change or discontinue operations in whole or in part;

to discharge, suspend, demote, or take other disciplinary action against employees, provided that they have just cause, and to require the cooperation of all employees in any hearings with regards to the aforementioned actions.

Management also reserves the right to determine how to exercise its rights and prerogatives, whether or not they are specifically enumerated in this Agreement. Accordingly, the failure of the Town to exercise any of its management rights in one or more instances or the decision of the Town not to exercise its management rights, for whatever reason, in one or more instances shall not be deemed to be a waiver by the Town if it chooses to enforce the right or rights in any other instance or instances. This Agreement has not been designed to violate or contravene any federal, state, county or municipal laws, nor shall anything in this Agreement be interpreted as diminishing the right of the Employer to determine the methods and means by which it operates the Fire Department.

Except as expressly provided by a specific provision of this Agreement, the exercise of the aforementioned rights as well as any matter dealing with the administration of the

Fire Department or its functions shall be final and binding and shall not be subject to the grievance provisions of this Agreement.

ARTICLE 7 RULES AND REGULATIONS

The Town and its elected and appointed officials have the right to promulgate reasonable rules and regulations pertaining to the employees covered by this Agreement, as long as such rules and regulations do not directly conflict with the express terms of conditions of this Agreement.

Notwithstanding the settlement of this Agreement, the parties shall have continuing discussions about updating the Department's Rules and Regulations.

ARTICLE 8 STABILITY OF AGREEMENT

This Agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiations. The Union acknowledges that during the negotiations which resulted in the Agreement, it had the unlimited rights and opportunities to make demands and proposals with respect to all proper subjects of collective bargaining, that all subjects have been discussed and negotiated and that the agreements contained in the Agreement were arrived at after free exercise of such rights and opportunities. No amendments, alterations or variations of the terms or provisions of this Agreement shall bind the parties hereto unless made and executed in writing by the parties hereto.

The failure of the employer or the union to insist, in any one or more situations, upon performance of any of the terms or provisions of this Agreement shall not be considered a waiver or relinquishment of the Employer or the Union to the future performance of any term or provisions, and the obligation of the Union and the Employer to such future performance shall continue.

To provide a clear understanding of this Agreement for its employees, the Town agrees to provide a copy for each member of the Unit.

ARTICLE 9 PAST PRACTICES

Section 1:

All rights and working conditions uniformly enjoyed by the employees at the signing of this Agreement, which are not included in this Agreement, shall remain in full force and effect, unchanged and unaffected in any manner during the term of this Agreement unless changed in accordance with the provisions of Section 2.

Section 2:

The following procedures will be observed in connection with modifying past practices.

- A. The Town shall give the Union specific written notice of the contemplated change.
- B. The parties shall engage in good faith bargaining concerning the change under the provisions of Chapter 150E of the Mass. General Laws.
- C. If good faith bargaining does not result in Complete agreement on the proposed elimination of modification within a reasonable period of time, the Town may implement its last stated position on written notice to the Union, and such action in modifying past practices shall automatically become a subject of bargain during negotiations between the parties on the next collective bargaining agreement.

**ARTICLE 10
SENIORITY**

Seniority shall be determined by continuous service in the Fire Department calculated from the appointment date of permanent full-time employment. Continuous service shall be broken by only death, resignation, discharge, retirement or unauthorized, unexplained absence in excess of three (3) duty days. Employees with the same employment date shall be assigned to the seniority list by the Chief at the time of their appointment.

**ARTICLE 11
PERSONNEL REDUCTION**

In the case of a personnel reduction the employee with the least seniority shall be, regardless of rank or position laid off first. Employees shall be recalled in the order of their seniority. No new employee shall be hired until laid off employees have been given ample opportunity to return to work. Employees on lay-off shall not accrue seniority nor, consistent with Article 10, shall any employee lose any seniority already earned prior to the lay-off.

**ARTICLE 12
SEVERABILITY**

If any article or section of this contract or any amendments thereto should be held invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any article or any section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this contract and any amendments thereto, or the application of such article or section to persons or circumstance other than these as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

ARTICLE 13 DETAILS

Whenever the Town requires or agrees to provide the services of employees of the Fire Department covered by this Agreement for Fire watch or medical duty to any private individual or private organization, such work shall be offered on a rotating seniority basis during their off duty hours.

(A) Any Firefighter or Fire Officer that is assigned to a "Detail for the Town of Westford" shall be compensated at 1.5 the rate set forth in Article 27, Section 1 for all hours worked, with a minimum of four (4) hours per detail. After four (4) continuous hours on the same detail by the same employee, said employee shall receive a minimum of eight (8) hours at the above rate. The initial rotation shall be determined by the seniority list. If the same Firefighter works the same detail in excess of eight (8) hours but less than ten (10) hours, said Firefighter shall receive ten (10) hours of pay at the detail rate.

If said Firefighter works the same detail in excess of ten (10) consecutive hours, but less than twelve (12) the Firefighter shall receive twelve (12) hours of pay. If said Firefighter works the same detail in excess of twelve (12) consecutive hours, but less than fourteen (14) the Firefighter shall receive fourteen (14) hours of pay.

(B) Firefighters who work outside details, except for the Town of Westford, shall be paid at the rate of \$47.00 per hour.

(C) Firefighters who works "strike details" shall be at double the detail rate.

ARTICLE 14 DISCIPLINE AND DISCHARGE

Section 1: Probation

A new employee or a rehired employee who had been laid off a period of three years or more shall be on probation until the employee has actually performed the duties of the position for 182 regularly scheduled tours of duty from the date of hire or rehire.

An employee rehired after having been laid off for a period equal to or greater than two years but less than three years shall be on probation until the employee has actually performed the duties of the position for 92 regularly scheduled tours of duty from the date of rehire.

An employee rehired after having been laid off for a period of less than two (2) years shall not be required to serve a probation period provided that the employee had successfully completed the probationary period prior to the lay-off. In the event that the last probationary period had not been successfully completed the employees shall be on probation until the employees had actually performed the duties of the position for whatever numbers of tours of duty are required to complete the last probationary period.

During the period in which an employee is on probation the Town may terminate the employment of such an employee for any reason without recourse to the grievance procedure set forth below

Section 2: Discipline

Employees who have completed the probationary period shall not be suspended without pay or discharged except for just cause.

If the Union desires to contest the discharge or suspension of an employee, it shall give written notice thereof to the Town within ten (10) calendar days from the date of the notice to the employee of said discharge or suspension. Disputes shall be submitted and determined under the grievance and arbitration procedures set forth in Article 15. Disputes involving suspension and/or discharge shall be first submitted directly to the Selectmen, or its designated representative, under Step 2 of the grievance procedures in Article 15.

Section 3: Disciplinary Investigations

Employees who are required to submit reports about incidents or other matters under investigations shall do so promptly, completely and truthfully. Employees shall also be required to state the facts fully and truthfully when appearing before any judicial, departmental or other official investigation, hearing, trial or proceeding, and in all other ways cooperate fully. This section is not intended to infringe upon an employee's privilege not to incriminate himself under the Federal and State constitutions.

ARTICLE 15
EMPLOYEE GRIEVANCE AND ARBITRATION PROCEDURES

Section 1: Grievance Procedure Defined

For the purpose of this Agreement, a grievance shall be defined as a complaint between the Employer and the Union or, to the extent set forth below, and individual employee, involving only an alleged specific and direct violation of a specific and express provision of this Agreement. The grievance and arbitration procedures, to the extent that the latter apply, shall be the sole and exclusive means of resolving such grievances.

Section 2: Interpretation of Time Limits

A grievance which is not initiated within the time periods specified below shall be deemed to have been waived. Failure of the Union to appeal a decision within the time limit specified shall mean that the grievance shall be considered settled on the basis of the decision last made and shall not be eligible for further appeal. Failure of the Fire Chief, the Town Manager or the Town Manager's designated representative to answer an appeal within the time limit specified shall mean that the appeal may be taken immediately to the next step in the procedure. The time limits herein set forth may be waived or extended by mutual written agreement by the parties.

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Section 3: Procedural steps and Time Limits

STEP 1: The Union, acting through its grievance committee, or an aggrieved employee, shall submit a grievance in writing to the Fire Chief within fourteen (14) calendar days of the occurrence(s) giving rise to the grievance. All grievances, in order to be processed, shall specify in reasonable detail:

1. the specific contract article and section alleged to have been violated;
2. detailed facts and specifics supporting the alleged violation;
3. the date of each act or omission alleged to have occurred; and
4. the specific remedy sought for each alleged violation.

Within five (5) calendar days of receiving such grievance, the Fire Chief shall arrange a meeting with representatives of the Union or the aggrieved employee for the purpose of considering the grievance. The Fire Chief shall respond to the grievance in writing within five (5) calendar days of such meeting.

STEP 2: If the grievance is not satisfactorily settled at Step 1, it may be appealed in writing to the Town Manager, or his/her designated representative, within seven (7) calendar days after the receipt of the written response from the Fire Chief. The Town Manager, or designated representative, shall meet with the Union or the aggrieved employee to discuss the grievance within twenty-one calendar days of the submission of the grievance at Step 2. If any person or persons are to appear on behalf of and represent either the Union or the aggrieved employee at this meeting, the Town Manager shall be notified not less than three (3) calendar days prior to the meeting of the names and titles of the persons in question. The Town Manager or designated representative shall respond to the grievance within fourteen (14) days of the conclusion of the meeting.

STEP 3: If no satisfactory settlement of the grievance is made at Step 2, the Union, but not an individual employee or independent group of employees, may within fourteen (14) calendar days of receipt of the Town Manager's or representative's response notify the Town Manager in writing of its intention to implement the arbitration procedures set forth in Section 4 below.

Section 4: Arbitration Procedures

If following receipt of the Union's written notice of its intention to arbitrate the grievance the parties are unable to agree within fourteen (14) days upon an acceptable alternative arbitration or arbitration tribunal, the matter shall be submitted to the American Arbitration Association and the arbitration conducted under its then existing rules of procedure.

The fees and expenses of the arbitrator, tribunal or the American Arbitration Association shall be shared equally by the parties, provided, however, that the obligation of the selectmen shall be limited to the obligation which the Selectmen can legally undertake and they shall not have any personal obligations for any payment under any provision of this Agreement. Each party shall bear the expense of its own representation at the arbitration proceedings, witnesses, and for the preparation of its own case. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, provided that it pays for such a record and agrees to make copies available to the other party at cost. If arbitration fees or expenses are incurred by the Town and not paid by the Town, neither the Union nor its members shall be responsible for payment.

Any decision of an arbitrator which requires the payment of moneys which are not presently appropriated shall not be acted upon until the necessary budgetary action is taken by the Town Meeting or other authority.

The arbitrator's decision shall be final and binding on the parties except:

as provided in General Laws Chapter 150C; or

where the decision of the arbitrator violates or misinterprets any federal or state laws or any rules and regulations duly promulgated by federal and state agencies pursuant to such laws.

Section 5: Limitations on Arbitration

Notwithstanding anything to the contrary, no dispute or controversy shall be subject to arbitration unless it involves only an alleged specific and direct violation of an express provision of this Agreement. The arbitrator shall have no power to add to, subtract from or modify any of the terms of this Agreement. The parties are agreed that no restrictions are intended on the rights and powers of the Employer except those specifically and directly set forth in express language in specific provisions of this Agreement. The arbitrator shall arrive at his decision solely upon the facts, evidence and contentions as presented by the parties during the arbitration proceedings.

The arbitrator shall have the power to direct a resolution of the dispute up to and including restoration of the employee's job and/or the award of full or partial restoration of all compensation and privileges as the arbitrator deems warranted if the arbitrator concludes that the Town violated the Agreement.

Any incidents which occurred or failed to occur prior to the effective date of this Agreement shall not be subjected to grievance or arbitration procedures under this Agreement or other recourse.

Section 6: Miscellaneous

No reprisals of any kind will be taken by the Employer or any member of the Selectmen against any party in interest or any participant in the grievance procedure, by reason of such participation.

The parties may by mutual agreement submit more than one pending grievance to the same arbitrator.

ARTICLE 16
HOURS OF DUTY

Section 1: 24-Hour Work Shift

The Town's agrees to implement the acceptance of the so-called twenty-four hour shift, subject to the following conditions and further negotiations concerning the details of implementation.

It is understood and agreed that under the 24-hour work shift fire fighters, paramedics, and fire officers are scheduled to work the same number of hours each year as under the current so-called "10s and 14s" schedule.

The schedule shall be in effect only for uniformed firefighters and fire officers regularly assigned to line suppression duties. Specifically excluded is the Fire Prevention Officer.

The schedule shall consist of 24 hours on, 48 hours off, 24 hours on, and 96 hours off (1-2-1-4 configuration).

The target date for implementation of the schedule was June 6, 2004.

The schedule is not to impose new costs on the Town of Westford.

The schedule shall remain in effect as long as the employees who are on it do not exceed the current utilization of short-term sick leave, calculated as follows:

- i. The parties shall jointly determine the average use of sick leave for calendar years 2010 - 2011 by fire suppression personnel.
- ii. In determining the average, personal days charged to sick leave shall not count.
- iii. In determining the average, long-term sick leave – defined as sick leave of 10 or more consecutive days – shall not count.

The utilization of sick leave in the calendar year 2004, and each subsequent calendar year, must be no more than the three-year average calculated above.

The Town shall provide the Union aggregate sick leave data on the utilization of short-term sick leave, as defined above, on at least a quarterly basis.

In the event the utilization as calculated above exceeds the three-year average, the Town shall have the right, on 45-days' written notice to the Union, to convert to the schedule of 10-hour days and 14-hour nights. The Town agrees to meet with the Union during that period to discuss the matter, but failing agreement shall have the right to revert to the old schedule.

In calculating sick leave under the new schedule, a 24-hour shift taken as sick leave shall count as two (2) days.

The adoption of the 24-hour shift shall neither enlarge nor diminish the number of hours of leave time accorded under this Agreement. By way of example but not limitation, the granting of twelve (12) sick days per year under the current "10s and 14s" schedule, shall be converted to six (6) 24-hour shifts.

Sick leave may be taken in increments of ten (10) or fourteen (14) hour blocks. Such blocks shall count as one (1) of the twelve (12) sick days accorded under prior collective bargaining agreements.

The parties agree to have continuing discussions concerning the details of implementing the 24-hour shift, in order to minimize disputes and provide for a smooth and efficient implementation.

Except as provided in section 2 in this article,

A Duty Day is a 24-hour workday, which starts at 7:00 AM and finishes at 7:00 AM on the following morning.

A Duty Cycle is an eight-day period, starting with a 24-hour duty day, followed by forty-eight 48 hours (or two (2) 24-hour days) off-duty, followed by a 24 duty day, followed by ninety-six 96 hours (or four (4) 24-hour days) off-duty.

(1-2-1-4)

Accordingly the hours scheduled shall equal an average of forty-two (42) hours per week over an eight (8) week cycle. The regular hours of duty shall be set by the Fire Chief. The Chief shall notify the Union at least fourteen (14) days in advance of any proposed changes in the starting and ending times of such shifts.

Section 2:

Upon consultation with the Union, the Fire Chief shall have the right to assign employees first hired after the date of signing of the 1988 – 1991 contract to other regular tours or shifts which the Fire Chief deems necessary for the proper and efficient operation of the Fire Department.



In addition to the work schedule set forth in Section 1, there shall be one (1) work shift for the Fire Prevention Officer Monday through Friday consisting of 40 hours, such hours to be determined by the Fire Chief which he deems necessary for the proper and efficient operation of the Fire Department.

As part of the Fire Prevention Officer's hours of duty he/she will be responsible to continue to maintain accurate records and files necessary for the proper administration of the fire prevention office which would include but not limited to data entry into files, computers and equipment necessary for the receipt of fire alarms by phone, radio, etc. The maintaining of such records shall be done during normal business hours and shall not interfere with normal inspections unless under unusual or extenuating circumstances in which case the OIC/Chief will determine the proper course of action.

Section 3:

No employee shall be permitted to work more than 38 consecutive hours except under unusual or extraordinary circumstances as determined by the Fire Chief.

Section 4: Employees shall have the right to exchange a maximum 168 hours per year (in increments consistent with the practice in effect prior to the signing of this agreement), with the understanding that swaps of up to ten (10) hours to enable the "swapper" to attend courses as part of an accredited degree program under Article 20 shall not be counted against this limit. The firefighter requesting the swap will be charged, provided that for every swap one employee will be charged. The payback shift will not count as a swap.

Provided that:

- prior approval is obtained from the Fire chief or his designee at least twenty-four (24) hours in advance of the shift in question. In extenuating circumstances, the Chief may waive the 24-hour notice requirement; and
- such exchange does not impose any additional costs upon the Town; and
- does not interfere with the operations of the Fire Department; and
- shift exchanges will be made up within a three-(3) month period unless otherwise approved by the Fire Chief; and that
- Lieutenants shall exchange shifts on a Lieutenants for Lieutenants basis whenever possible; and that
- Captains shall exchange shifts on a Captain for Captain basis whenever possible.
- Paramedics shall exchange shifts on a Paramedic for Paramedic basis whenever possible.

A swap may not result in a firefighter, paramedic or fire officer working more than 38 consecutive hours, except in extraordinary circumstances approved by the chief.

No employee shall be permitted to work more than thirty eight (38) consecutive hours (regular, overtime, swaps) except under unusual or extraordinary circumstances as determined and approved by the Fire Chief.

ARTICLE 17

CALL-BACK PAY

Section 1:

A minimum of three (3) hours of compensation at one and one half (1 1/2) times their normal hourly rate under Article 37 will be paid if an employee is called back to work:

1. After having been authorized by the officer in charge to leave his or her station at the conclusion of a tour of duty; or
2. More than two hours prior to the start of a regularly scheduled tour of duty.

Section 2:

A minimum of three 3 hours of compensation at one and one half (1 1/2) times their normal hourly rate under Article 37 will be paid when employees are called back to work from the *group call back system*.

Section 3:

Employees will be compensated in one-hour (1) intervals for all time worked over the 3-hour minimum.

Section 4:

An employee called back to duty under this Article shall be relieved of duty once the operational need for the callback has been met, with the understanding that related duties such as re-loading fire hoses must be performed. Ordinarily the fire officer in charge of the shift shall make that determination. If a firefighter is serving as officer in charge, he shall consult the Chief about the matter.

Section 5:

An employee who has been recalled to duty and has called in as responding prior to a cancellation of the call shall be compensated as listed above.

Section 6:

In consideration of the increase in the minimum callback under Section 2 above, the parties agree that, while response to any particular callback shall remain voluntary, there shall be a standard under which employees will be expected, over long periods of time, (defined as two (2) years) to respond to 25% of group callbacks. Employees who fail to meet this standard will be counseled, with union representation if requested. It is understood that all unit employees must list with the Department a phone number for purposes of being informed of callbacks, and update that number if changed.

Section 7:

The initial counseling of an employee under Section 6 shall ordinarily not result in any documentation being placed in his/her personnel file. Subsequent counseling related to an alleged failure to meet the group callback standard shall ordinarily be documented in the personnel file. Any such documentation of counseling shall be provided to the employee, who shall have the right to provide a written response or rebuttal. Such response or rebuttal shall be attached to the pertinent counseling document.

**ARTICLE 18
LONGEVITY**

In recognition of continuous full-time employment with the Town, on or after their anniversary date, as defined in Article 10, Seniority, employees covered by this Agreement shall receive an annual payment as follows:

Upon completion of five (5) years of service	\$ 500.00
Upon completion of ten (10) years of service	\$ 750.00
Upon completion of fifteen (15) years of service	\$1,000.00
Upon completion of twenty (20) years of service	\$1,500.00
Upon completion of twenty five (25) years of service	\$2,000.00
Upon completion of thirty (30) years of service	\$2,500.00

Compensation paid to the employees for longevity shall be included as regular compensation for deduction purposes toward retirement.

**ARTICLE 19
OVERTIME**

Additional hours of work beyond an employee's normal average work week of 42 hours over an eight week cycle and Fire Prevention Officers work week of 40 hours shall be compensated at one and one half (1 1/2) times the employees normal rate of compensation. Vacation time and sick time shall count as hours worked for the purpose of this section. Any employee who is ordered into fill a shift shall be paid a rate of double time for all hours worked.

The Fire Chief may offer to or grant a request from an employee that such additional hours be granted as compensatory time off, each hour for which overtime at time and one half would be paid to count as one and a half hours of compensatory time off. The Chief's decision on an employee's request for compensatory time off shall be final.

To the extent that the employee works extra shifts he or she may opt to have the additional hours credited at straight time and in lieu of compensation to replace any sick time allocated due to excused absence, sickness or illness.

The Fire Chief shall make overtime assignments on a rotating basis. The method used shall be consistent with the principle of distribution overtime as equally as practicable among employees holding the same job classifications.

CAPTAINS: Will be replaced on a Captain for Captain basis whenever possible. The current Captains list will be established for this purpose and when exhausted shall refer to the current Lieutenants list and then the current Firefighters overtime list.

LIEUTENANTS: Will be replaced on a Lieutenant for Lieutenant basis whenever possible. A Lieutenants list will be established for this purpose and when exhausted shall refer to the current Captain's list and then the current Firefighters overtime list.

FIREFIGHTERS: Will be replaced on a Firefighter for Firefighter basis whenever possible. The current Firefighter's overtime list will be used for this purpose and when exhausted shall refer to the current Lieutenant's list and then the current Captains' overtime list.

PARAMEDICS: Will be replaced on a Paramedic for Paramedic basis whenever possible. A current Paramedic overtime list will be used for this purpose and when exhausted shall refer to the current Firefighter's overtime list, then the current Lieutenant's overtime list, and then the current Captains' overtime list.

Senior permanent Firefighter/EMT: In manning stations not having a permanent officer, the senior permanent Firefighter / EMT, unless otherwise directed by the chief, shall be in charge of the station and shall be responsible for the care, upkeep and conduct of the station during his/her shift as outlined in the rules and regulations of the department. There shall be a fifteen (15) minute lead/lag time before and after each scheduled shift in order to provide for an orderly transition between shifts. If a replacement arrives early then the replaced fire fighter shall have the right to leave.

ARTICLE 20

EDUCATIONAL INCENTIVE

In recognition of the value of pursuing and furthering fire fighters education in the area of fire science and retaining such fire fighters in the employ of the Town of Westford, the Town hereby establishes the following career incentive program for employees covered by this agreement:

- a. Employees covered by this agreement who have earned or earn the following certifications/certificates (if applicable, a copy of certificate of attendance and certification must be submitted to the Chief) from the Massachusetts Fire Fighting Academy, or an associate's degree or baccalaureate degree in Fire Science (or equivalent program approve in advance in writing by the Fire Chief) accredited by



the New England Association of Colleges and Secondary School or the Massachusetts Board of Higher Education shall receive additional compensation for one such degree or certificate/certification.

C.F.F.-1 & 2	\$750.00
Fire Instructor 1	\$350.00
Fire Instructor 2	\$550.00*
(*Fire Instructor 2 will replace Fire Instructor 1 after obtaining certification. Fire Instructor 1 will cease.)	
Fire Inspector 1	\$375.00
Fire Inspector 2	\$550.00
Fire Officer 1	\$350.00
Fire Officer 2	\$500.00
Fire Investigator	\$425.00
One (1) Certified Child Passenger	\$300.00
Safety Technician	

Up to two (2) Public Safety Educator(s) \$300.00
Subject to the availability of funding through a grant

Four (4) Fire Safety Officer	\$300.00
AS Fire Science or equiv.	5% of base wages
BS Fire Science or equiv.	10% of base wages
Masters in Fire Science	12.1/2% of base wages
EVT Certification	Attachment #1

Employees shall receive compensation for both degree and/or certification/certificate program as listed above in Article 20 section (a).

- b. The additional compensation, when expressed as a percentage of Base Wages, shall be calculated solely upon the base wages which serve as regular compensation for fire fighters in Article 37 of the contract and shall not in any way include or impact upon the overtime rate or any other compensation, fringe benefit or contract provision whatsoever including but not limited to Overtime Compensation, Call Back, Holiday Pay, Longevity, Injured on Duty Compensation under Section 111F, Accumulated Sick Leave Buyback, Personal Days, and Private Details.
- c. These amounts shall be payable in one annual payment, i.e., during the first pay period in November. The payments will be based on transcripts and certifications submitted to the Fire Chief, or on record as of September 30th.
- d. All current employees covered by this agreement on July 1, 1995 shall, as an alternative to the one annual career incentive payment provided for in section (a.) above, receive one alternative payment for demonstrated progress in or completion of a program of study in Fire Sciences or related area of study approved by the Fire Chief at an accredited college or university as set forth in the schedule below.

Upon earning fifteen (15) credits at a passing grade or better in a Fire Science curriculum or related area of study, \$300.00 per year.

Thereafter, \$20.00 shall be paid for each credit earned at a passing grade or better in a Fire Science curriculum or a related area of study in accordance with an educational plan approved in writing by the Fire Chief up to a maximum of 60 credits or \$1,200 per year.

- E. In the event a union member becomes deceased on or off the job, their family shall receive any unpaid stipends for the remainder of the contract period.

ARTICLE 21 SEVERANCE PAY

The Town agrees to provide any full-time Fire Fighter/Emergency Medical Technician who has completed his or her probationary period a minimum of forty-five (45) calendar days written notice of any lay-off, reductions in force or similar termination's of employment for other than disciplinary reasons.

ARTICLE 22 VACATION LEAVE

Section 1:

Employees shall accrue annual vacations without loss of pay on a seniority basis within the department as follows:

0 - 5 Years Service	96 hours
5 Years Service	144 hours
10 Years Service	192 hours
20 Years Service	240 hours

Section 1A: Fire Prevention

0 - 5 Year Service	80 hours
5 Years Service	120 hours
10 Years Service	160 hours
20 Years Service	200 hours

Section 2:

Vacation shall be granted by the Fire Chief at such time as, in his opinion, will cause the least interference with the performance of the regular work of the department. Thus vacations can be taken at any time within the calendar year. All vacations must be scheduled with a minimum of twelve (12) hours' notice. A minimum of 2 hours shall be used for vacation time with the exception of the firefighter to attend courses as part of an accredited degree program as listed under Article 20.



Section 3:

At the discretion of the Chief, vacations may only be taken in accord with Section 7 of Article 22.

Section 4:

An employee if he so chooses may split his vacation, and will not be required to take successive weeks of vacation.

Section 5:

Employees unable to commence their scheduled vacations due to sickness or injury will be allowed to reschedule their vacations, but not interfere with the established schedule. Advance payment for vacations shall be in accordance with MGL Chapter 44, Section 65.

Section 6:

Up to 240 hours of vacation time and 200 hours for the Fire Prevention Officer may be carried over to the following fiscal year but must be used within that fiscal year. The only exception to exceeding this amount is an instance where the employee receives the Fire Chief's approval.

Section 7:

In the event of termination of employment, employees shall not be required to take accrued vacation time in advance of their effective termination date.

Section 8:

Members may take vacation time during the weeks of Thanksgiving, Christmas and New Years, in accordance with the agreed upon current guideline set-forth with L3126 and The Chief of Department

ARTICLE 23
HOLIDAYS

The following days shall be recognized as holidays for the purpose of this Agreement:

New Year's Day	Martin Luther King Day	President's Day
Patriot's Day	Memorial Day	Independence Day
Labor Day	Columbus Day	Veterans' Day
Thanksgiving Day	Christmas Day	

All employees covered by this Agreement shall receive holiday compensation in the amount of one fifth (1/5) of his average basic weekly wages, i.e. 42 hours, 40 hours for the Fire Prevention Officer, times the base hourly wage in effect at the time, regardless of

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whether or not the holiday is worked, in the payroll period in which the holiday falls. The dates of holidays shall be as determined by the Secretary of State, Commonwealth of Massachusetts.

In order to be eligible for Holiday compensation ie: holiday pay, time and one half, or double time and one half, the employee shall, work his/her scheduled 14Hr Night shift that falls on the day prior to the holiday, the holiday, and the 10Hr Day after the holiday, as stated in article 23 of the contract.

Example:

			(Wed)			(Fri)
			{ 17:00pm-----Thru-----17:00pm }			
Sun	Mon	Tue	Wed	Thur	Fri	Sat
				Thanks- Giving		

All employees covered by this agreement shall be paid double time and one half wages for each hour worked during the twenty four (24) hours of the three family holidays: Thanksgiving, Christmas and New Years.

Consistent with the practice in effect on the effective date of this Agreement, Employees shall be compensated at the rate of time and one half their base hourly wage rates for any hours actually worked on a regular daytime shift which falls on one of the above referenced and to include the night time shifts (24 hour holiday) for the following holidays, Memorial Day, July 4th and Labor Day.

ARTICLE 24(A)

NON OCCUPATIONAL SICK LEAVE

Section 1:

Each employee shall earn and accrue twelve (12) tours at 12 hours per tour and in the case of Fire Prevention; 8 hours per tour of sick leave per year. In the case of suspected abuse, the Chief may require a Doctor's certificate from the employee.

Section 2:

Unused sick leave tours per year may be accumulated from year to year. Each tour shall be converted to hours by multiplying the tour by twelve. Unused sick leave will be permitted up to a maximum of 1,440 hours.

Section 3:

Sick leave shall be considered to be absent from duty without loss of pay for the following reasons:

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- A. Serious illness, as defined by the Family Medical Leave Act, or injury of the Employee;
- B. Health care provider appointments when an employee is required to undergo medical, optical or dental treatment when such treatment cannot be accomplished on off duty hours.
- C. Health care provider appointments for immediate family members, which require the presence of the employee, as, allowed and defined by the Family Medical Leave Act.

The employee is entitled to up to a maximum of thirty four (34) hours of leave as defined in section 3 in one Fiscal year. The leave shall be unpaid unless the employee elects to use accumulated paid leave.

The 34 hours of leave available under this benefit is in addition to the 12 weeks of leave provided for under the federal Family and Medical Leave Act and shall not count in determining the average long term sick leave under the 24 hour work shift agreement.

The 34 hours may be taken within the 12-month fiscal year period and the time may be taken on an intermittent bases. An employee must take the leave in minimum increments of one hour.

An employee is required to provide the department with seven (7) days notice of the need for the leave if the leave is foreseeable. If the necessity for the leave is not foreseeable, the employee is required to provide notice of the leave as soon as practicable.

Section 4:

Any employee who has totaled more than 1,440 hours of accrued sick leave as of June 30th each year shall be provided, as of the first full period following July 1st (as of July 1, 1999), a sick pay-out at a rate of one day for every three of accrual over 1,440 hours.

Section 5:

Upon retirement, death or termination for reasons other than cause or misconduct attributable to employee any employee who has a minimum of five years of seniority, or in the event of death, the heirs or such an employee shall be reimbursed for his or her unused accumulated sick leave at the rate of one (1) hour for every four (4) hours of accumulated sick leave up to a maximum of three hundred and sixty (360) hours. Each hour of sick leave reimbursement shall be multiplied by the employee's base hourly wage at the time of retirement or death.

ARTICLE 24(B)
OCCUPATIONAL SICK LEAVE

Section 1:

An employee may be absent from duty without loss of sick leave and without loss of pay when he is incapacitated by an injury arising out of his employment as set forth in Chapter 41, Section 111F of MGL. Vacation leave and sick leave shall not accrue after any period in excess of three (3) months in which the employees is on all sick leave. For the purpose of this Section, any return to work of less than five (5) consecutive days during the three (3) month period shall not constitute a break in the employees "injured leave" status.

Section 2:

Employees claiming injured leave. Under this Article, or seeking indemnification under MGL Chapter 41, Section 100 or related applicable sections, shall be required, as a condition of eligibility for such compensation to do the following.

Provide affirmative evidence of incapacity for duty because of injury sustained while in the performance of his duty without fault of his own.

Notify the Fire Chief of any material change in medical condition.

Provide and release all relevant medical evidence and documentation pertinent to the diagnosis and treatment of the injury or illness for which compensation of reimbursement is claimed, including a Doctor's certificate.

Section 3:

As a condition of eligibility for injured on duty leave, an employee shall take all reasonable steps to hasten his or her return to duty, including:

Avoiding any and all work or leisure activities which could foreseeably jeopardize or slow recovery; and adhering to all prescribed treatments and therapies.

Section 4:

The Town acknowledges that any employee enrolled in the paramedic program who attends class during their regularly scheduled shift falls under Chapter 41, Section 111F benefits as set forth in the Firefighters' contract while attending any part of the program, as well as direct travel to and from class.

**ARTICLE 24 (C)
SICK LEAVE BANK**

Section 1:

A sick leave bank is hereby established by eligible employees as set forth in rules and regulations adopted by the Union Executive Board. An eligible employee is one who has used all of his or her accrued sick leave.

On July 1, 1988, each person covered by this Agreement may contribute voluntarily one (1) tour of his annual sick leave in order to fund the bank and be eligible.

The initial grant of sick leave to an eligible employee shall not exceed nine (9) tours. The figures shall automatically increase as the department compliment increases during the life of this Agreement.

Upon completion of the nine (9) tours period, the period of entitlement may be extended by the sick leave bank committee upon demonstration of need by the applicant.

The sick leave bank shall be administered fairly and equitable by the Union. The Union Executive Board shall determine the eligibility for the use of the bank and the amount of leave granted, the following criteria shall be used by the Union Executive Board in administering the bank.

1. Adequate medical evidence of serious injury.
2. Prior utilization of all eligible sick leave.

If the sick leave bank is exhausted during the year, it shall be renewed by the contribution of one (1) additional tour of sick leave by each person covered by this Agreement. Such additional tours will be deducted from annual tours of sick leave.

The decision of the Union Executive Board with respect to eligibility and entitlement shall be subject to an appeal to Union membership of Local 3126, IAFF. Whose decision shall be final and binding.

The Union agrees to hold harmless and indemnify the Town of Westford, its officers and employees, from any and all claims arising, out of or in connection with its administration of this section.

**ARTICLE 25
BEREAVEMENT LEAVE**

Leave without loss of compensation shall be granted to any employee for a death in the immediate family. Immediate family shall be defined as: parents, spouse, child, sister, brother, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandchild, grandparents and great grandparents. The period of leave shall commence on the calendar day of the death and shall encompass all tours of duty through the fifth day of such period and in the case of Fire Prevention; the third day.

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ARTICLE 26

SANITATION, MAINTENANCE, AND UPKEEP

Section 1:

It is understood that employees subject to this Agreement are required to perform ordinary and routine maintenance, and housekeeping duties and all other duties of this nature as determined by the Officer in charge required to keep the fire stations, apparatus, vehicles and related departmental equipment in neat, orderly and sound repair.

Bargaining unit personnel shall not be required to do carpentry, plumbing or electrical work on buildings, or to maintain or paint buildings in any manner other than general maintenance and house cleaning duties. However, nothing contained herein shall prevent such employees from performing such work on a voluntary basis, as was the custom on the effective date of the contract. Further nothing herein shall excuse employees from performing general housekeeping duties, as assigned.

The employer agrees to supply and make available all materials required to perform such maintenance and upkeep of all firehouse and equipment to be carried out by these employees, including all items necessary to maintain satisfactory sanitary conditions of all quarters within all firehouses.

Maintenance of the Roger's Fire Station meeting room is not required for non-fire department related functions.

ARTICLE 27

COURT TIME

Employees who are required to attend court on behalf of the Town in a criminal case or civil court, if subpoenaed, in a matter arising out of his official duties, at a time when he is not scheduled for work, shall be paid one and one half (1 ½) times his regular hourly rate. If the starting time for such a court appearance begins after the employee has been authorized by the officer in charge to leave his or her station at the conclusion of a tour of duty, the Town will provide a minimum of four (4) hours of compensation at time and one-half. Fire Department personnel required to use their own auto shall be reimbursed at the rate set by the Internal Revenue Service per mile, to be paid either by the Town or County. If the County does not pay mileage, the Town guarantees payment.

Fire department personnel that are required to serve on jury duty or who are subpoenaed to appear in court shall be given leave for the actual court time, provided that the employee notifies and provides a copy to the Department Head promptly of such jury or subpoena notification. Fire department personnel will only be compensated for scheduled hours of duty and shall not be required to work past 5:00 P.M. the night before schedule court appearance.

Employees who are entitled to paid leave while serving on jury duty, who also receive compensation from the court, must remit to the Town of Westford an amount equal to the compensation received from the court.

The employee must give supplemental documentation of payment from the court to the Westford payroll officer and a check or money order made out to the Town of Westford for the amount received from the court, less any monies received for travel expenses or sign over the check from the court if no travel expenses is made by the court to the town on Westford. Such payments to the Town shall be made within 10 days of receipt of payment from the courts.

In instances where remittance of jury duty payment is required but the employee did not receive payment, it is the employee's responsibility to present written verification from the court stating that jury duty was served but payment was either not issued or, if issued, was properly reported by the employee as lost, stolen, or undelivered. Upon receipt of such written verification, the payroll officer is to extend the period of time in which the employee must remit his/her jury payment.

ARTICLE 28 INDEMNIFICATION

The parties acknowledge that Chapter 41, Section 100B of the General Laws provides for the indemnification of expenses and damages for employees covered by this Agreement while acting within the scope of their duties as voted and accepted under Article 6 of the 2001 Special Town Meeting November 13, 2001. Employees covered by this Agreement shall be considered employees of the Town when assigned by the Fire Chief to regional or inter local work groups, such as the Hazardous Materials Response Team.

ARTICLE 29 INSURANCE

The employer will continue to pay the percentage as listed below of the premiums for group health and life insurance programs currently in effect, or their substantial equivalents, in accordance with Chapter 32B of the General Laws.

The employer/employee contribution level for the group health insurance programs currently in effect, or their substantial equivalents, in accordance with Chapter 32B of the General Laws shall be as follows:

Effective November 1, 2004 – HMO –	65% employer - 35% employee
PPO –	60% employer - 40% employee

ARTICLE 30 PHYSICAL CAPACITY

Section 1:

Fire Fighter/EMT's are expected to maintain such physical condition so that he/she will be able to perform the essential job function necessary to protect the Town of Westford, him or herself and other Fire Fighters of the department.

Section 2:

Whenever a question arises concerning an individual's capacity to perform the essential job functions of Fire Fighter/EMT, the Fire Chief, in his discretion, may require the employee to complete a physical examination to ascertain the employee's capacity. Said examination may include a basic blood profile where an on duty incident raises a question of substance abuse. Such cost of any exam shall be borne by the employer.

ARTICLE 31 INFECTIOUS DISEASE

Any employee who suspects exposure to any infectious diseases in the course of his/her duties, may, at his option, be tested at Emerson Hospital, Lowell General Hospital, Nashoba Deaconess Hospital, Saints' Memorial Hospital, personal physician or an appropriate medical facility, approved by the Fire Chief, to determine if he has been infected. Such cost of exam shall be borne by the employer.

The parties agree to ongoing discussions in regards to Hepatitis and should both parties find a resolution to the subject; will sign a side letter of agreement or enter agreed language into the contract; whichever comes first.

ARTICLE 32 LEAVE OF ABSENCE

Leave of absence for a limited period not to exceed six (6) months may be granted for any reasonable purpose and such leaves may be extended or rewarded for any reasonable period. Reasonable purpose in each case shall be agreed upon by the Fire Chief and the Town.

ARTICLE 33 SAFETY

The employer agrees that whenever and as soon as practicable that an ambulance with trained medical personnel and life support equipment shall be present at the scene of all structure fires or other emergencies with a high risk factor.

ARTICLE 34 SUCCESSORS

This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein, contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, annexation, transfer or assignment of either party hereto, or by any change geographically or otherwise in the location or place of business or either party.

ARTICLE 35 CLOTHING ALLOWANCE

\$800.00 per year

With the permission of the OIC/Fire Chief, an employee may also expend clothing allowance for the purchase of certain equipment or personal safety items related to fire fighting or emergency medical duties Provided that years 1-3 of employment 100% is spent on clothing, year 4 - 75% is spent on clothing and year 5 and thereafter 50% is spent on clothing.

New hires, upon completion of their probation period, shall be outfitted with a complete Class "A" uniform in addition to their yearly clothing allowance.

Town will agree to replacement glasses, prescription sunglasses and contact lenses if lost or damaged in the line of duty. Replacements are limited to one replacement of any kind per year per employee.

The Town agrees to replace any Class A uniform including badge shirts, coats and collar pins due to any restructuring of the Fire Department.

The Town will provide \$1,200.00 (One Thousand, Two hundred Dollars) for new union personnel at the beginning of the first year of employment this will be a one-time allowance for new firefighters to outfit for the position.

If clothing allowance is not spent by May 15, employee will forfeit any remaining amounts in their perspective accounts.

ARTICLE 36 PERSONAL TIME

Section 1:

Each employee shall be entitled to (24) hours; (16 hours for Fire Prevention) for personal leave per year. Personal time must be taken for a minimum of two (2) hours with the exception of the firefighter to attend courses as part of an accredited degree program as listed under Article 20.

Section 2:

In addition, employees shall be eligible for fourteen (14) additional hours and (8) hours for Fire Prevention of personal leave per year, subject to the following conditions:

1. such personal leave shall be charged to the employees sick leave entitlement; and
2. the employee must have accumulated an average of six (6) sick days for each fiscal year of service in order to be eligible for such additional personal leave.

In computing the average sick leave usage under the above sentence, the following shall not count as sick leave:

- a. donations to the sick leave bank under Article 24(C);
- b. extraordinary voluntary donations of sick leave to other employees, approved in advance by the Board of Selectmen;
- c. personal days granted and used in prior years in accordance with this section.

ARTICLE 37

WAGES

Section A: Wage Schedules for employees hired before April 14, 2009

Section B: Wage Schedules for employees hired after April 14, 2009

Section C: Stipends

Effective July 1, 2010 employees covered under this Agreement shall be increased by 2.00%. Employees will fall under the following wage schedule: (Per Annum Rate):

Section A: Wage Schedules for employees hired before April 14, 2009

FY11 Compensation Schedule

**Salary Increase
2.00%**

		Step 1	Step 2	Step 3	Step 4
CAPTAIN	1	30.77	31.54	32.33	
LIEUTENANT	2	27.55	28.24	28.94	
MECHANIC	3	27.55			
FIRE PREVENTION	4	30.77			
FIREFIGHTER/EMT	5	19.84	21.24	22.74	24.33

Section B: Wage Schedules for employees hired **after** April 14, 2009

**FY11 Compensation
Schedule**

Salary Increase
2.00%

		Step	Step	Step	Step	Step	Step	Step	Step
		1	2	3	4	5	6	7	8
CAPTAIN	1	30.77	31.54	32.33					
LIEUTENANT	2	27.55	28.24	28.94					
MECHANIC	3	27.55							
FIRE PREVENTION	4	30.77							
FIREFIGHTER/EMT	5	19.78	20.38	20.98	21.61	22.26	22.93	23.61	24.33

Section C: Stipends

Training Director Stipend	\$2,000.00
EMS Director Stipend	\$2,000.00

EMS Director Stipend will be reevaluated when the incumbent retires. The assignment of this position is subject to yearly review.

Fire Prevention Officer's regular time or shift shall be determined by the Fire chief as the Fire Chief deems necessary for the proper and efficient operation of the department as listed by established guidelines.

Firefighter working out of rank (O.I.C) shall be paid their current step level plus ½ the compensation rate for a permanent Captain for all hours worked on that shift, providing that is not an overtime shift for them.

Base Hourly Wage is calculated by dividing the Average Annual by 52.2 weeks and dividing this result by an average of 42 hours per week.

Section C1: Administration of Wage Scales

Step 1: Entry Level

Step 2: Upon completion of one complete year of employment the employee shall be compensated at Step 2.

Step 3: Upon completion of their second year, employees shall move up to Step 3.

Step 4: Upon completion of their third year, employees shall move up to Step 4.

With the understanding that the Fire Prevention officer and the Mechanic will be locked into step one of the wages of there respective placement (Fire Prevention 26.5% over step 4 private and Mechanic midpoint between Captain and step 4 private). Current officers will start at step 2 of the FY06 contract.

All new employees cover by this contract will start at entry level or step 1 (one) of their respective grade regardless of rank, which would include promotions.

Section C2: Emergency Medical Technician Stipend

Fire Fighters who, as an expressed condition of employment with the Town, are required to maintain their certification as a Registered Emergency Medical Technician in full force and effect, shall receive an annual stipend of 5% of top step firefighter base pay, payable in one payment payable approximately the first pay period in October. This stipend is also in recognition of the individual EMT, accomplishment in obtaining and maintaining EPI-PEN, semi automatic defibrillation certification, M.A.S.T. certification and the cost of rectification classes and license renewal.

As of the effective date of this contract, it is understood and agreed that the current position descriptions for Fire Fighter/EMT require such certification as an E.M.T. as a condition of employment and to maintain such certification in full force and effect. Persons hired after the signing of this contract may or may not be required, in the sole discretion of the Town acting through the Fire Chief, to possess or obtain certification as an E. M. T. as a condition of hire or as a condition of employment. The parties contemplate continued discussions, as necessary, concerning E.M.T. certification requirements and related issues.

The stipend shall be paid retrospectively (i.e., in recognition on the past year of employment as a Fire Fighter/EMT). In the case of new employees possessing such certification as an E.M.T. on the date of hire, the first payment shall be pro rated on the basis of complete months of employment to the date of payment. In the case of new employees who are required to obtain certification as an E.M.T. within a prescribed time period following their date of hire, the first payment shall be pro rated on the basis of complete months of certification to the date of payment. In the case of an employee who leaves the employment of the town, the payment shall be prorated on the basis of complete months of employment between the annual payment date and the date of separation.

Section C4: Paramedic Stipend

So long as the town is operating at an ALS level, all Paramedics are to receive the current annual 5% EMT stipend and an additional 7% Paramedic stipend based upon the step they are currently on .

Section C5: ALS Stipends

ALS Coordinator	\$750.00
Clinical Coordinator	\$250.00

The assignment of these positions is subject to yearly review.

Section 5: Lump Sum Payments/Separate Checks

In cases where the employee is entitled to a lump sum payment as compensation, for instance E.M.T. Stipend, Education Incentive, Longevity, etc., the Town will make the payment, at the employees option, in a separate check.

**ARTICLE 38
MILITARY LEAVE**

If any regular full time employee is a member of a military reserve organization of the Armed Services of the United States and he/she is required to report for training, the Town will compensate him/her while on such leave by making up the difference between what he/she would have received as pay for his regularly scheduled workweek and that which he/she received from the government.

However, the Town is not obligated to compensate an employee beyond one 2-week training period per year.

Employees desiring Temporary Military Leave must secure approval in advance. Upon return from such leave, the employee must present his government pay voucher and he/she will then receive the amount due as stipend.

**ARTICLE 39
PROMOTIONS**

Whenever possible a minimum of a 90 day notice will be given for vacant or newly created positions before a schedule exam.

Exam posting shall include all books and study materials.

Exam posting will also outline the scoring procedure.

**ARTICLE 40
MATERNITY /PATERNITY LEAVE**

SECTION 1: NOTIFICATION

A member of the Department may, in her discretion, notify her commanding officer that she is pregnant at any point in her pregnancy; provided, however that such firefighter/EMT shall immediately notify the Chief that she is pregnant if at least one of the following conditions exists:

1. The firefighter/EMT has been given physical restrictions or limitations by her physician which prohibit her from performing all aspects of her current assignment/duties;
2. The firefighter/EMT requests any modification, exemption, or leave from her assigned duties; or,



3. The firefighter/EMT reaches her third trimester of her pregnancy.

The notification that the firefighter/EMT is pregnant shall be in writing, and shall include her anticipated due date.

SECTION 2: MEDICAL DOCUMENTATION

No later than ten (10) days of such written notification, the firefighter/EMT shall present to the Chief a letter from her attending physician or obstetrician which shall set forth any restriction(s) or limitations, which prohibit her from performing all aspects of her current assignment/duties, releasing her to full-duty. If her attending physician or obstetrician places no such restrictions or limitations upon the firefighter/EMT, after a complete and thorough review of her duties by the attending physician or obstetrician, such letter shall state that no restrictions or limitations exist.

In addition, the letter shall set forth the anticipated due date, anticipated date for returning to work, the name, phone number and address of the attending physician or obstetrician, and any other information that the office or obstetrician believes would be of assistance to the Department. The firefighter/EMT shall present to the Chief a monthly written update from her attending physician or obstetrician which addresses the issues set forth herein.

SECTION 3: PATERNITY

A firefighter/EMT that is the secondary caregiver may use up to 96 hours over ten (10) consecutive days of his/her accrued sick leave from the date of the birth or adoption of a child as paternity leave. Thirty-four (34) hours of this leave may be applied toward Family Leave, and twenty-four (24) hours of this leave may be applied toward Family Leave for the Fire Prevention Officer. The intent of the section is not to replace or diminish the language of Article 24 (A) Non-Occupational Sick Leave.

SECTION 4: THE FAMILY AND MEDICAL LEAVE ACT, MASSACHUSETTS MATERNITY LEAVE ACT and the SMALL NECESSITIES ACT POLICY

The Family and Medical Leave Act (FMLA) of 1993, signed into law on February 5, 1993, provides workers the right to take unpaid job-protected leave for meeting family health needs and for the worker's own illness (See Town's FMLA Policy).

Massachusetts Maternity Leave Act (MMLA): If you are not eligible for leave under the FMLA, you may be entitled to maternity leave under the Massachusetts Maternity Leave Act (MMLA). The MMLA provides eight weeks of job-protected leave to full-time female employees who have completed their initial probationary period and it requires employers to restore a female employee who takes no more than eight weeks of leave for the purposes of giving birth or adoption to her previous or similar position with the same status, pay, length of service credit, and seniority. M.G.L. c. 149, §105D (See Town's MMLA Policy).

Small Necessities Leave Act (SNLA): In May of 1998, Massachusetts lawmakers enacted the Small Necessities Leave Act (SNLA) to provide certain eligible employees with a total of 24 hours of unpaid leave during any 12-month period. These 24 hours of unpaid leave would be in addition to the 12 weeks already allowed under the Family Medical Leave Act. MGL c. 149, s.52D/ 940 CMR 20 (See Town's SNLA Policy).

ARTICLE 41

ADVANCED LIFE SUPPORT (ALS) - PARAMEDICS

Section 1: Paramedic Selection

The town shall retain the rights to:

- (a) Select the location(s) and provider(s) of paramedic training.
- (b) Select the employees who shall receive paramedic training.
- (c) Determine when and how many of such employees shall receive paramedic training. The Town agrees to consult with the union regarding the identity of employees selected for paramedic training and to consider in good faith such information as the union may submit on that subject. However, the Town's selection of employees for paramedic training shall be final and shall not be subject to the grievance and arbitration procedure.

Section 2: Paramedic Schooling Certification Incentive

Paramedic Schooling Certification Incentive \$7,000

Completion of 1st semester \$2,000, completion of 2nd semester \$2,000, and \$3,000 upon receiving Massachusetts Paramedic Certification. Paramedics to remain in the Town's employ for three years, otherwise stipend will be prorated (see commitment letter).

Employees will be permitted to use a department vehicle, when available, for transportation to and from school.

Section 3: New Hires/ First Day of Service

All new employees who are hired after July 1, 2010 and who are not certified as a Massachusetts Firefighter I/II will be enrolled in the next available Massachusetts Fire Academy.

Any new permanent firefighter not successfully completing the "recruit" program will be discharged without any right of appeal through the union, the collective bargaining agreement or otherwise.

Section 4: Windfall Clause

The parties agree that each side has made a good faith effort to identify and adjust all sections of this agreement that may be effected by the initial ALS program, training or by providing ALS services. The parties agree that any related language will not

inadvertently increase, expand, or decrease the benefits to either the Town or the union that were not specifically bargained during this contract negotiation.

If the parties mutually agree that any section of the ALS language agreement was inadvertently overlooked, the parties will meet within 30 days to negotiate a solution that is mutually agreeable. The “windfall language” will expire 6/30/11.

Section 5: Paramedic Training Costs

The Town agrees to cover any employee’s participating in the EMT-P training program’s cost of tuition, required books, fees, and lab materials.

The Town further agrees that said participating employees in the EMT-P training program will be released from duty, with appropriate time to travel to and from class, without loss of pay. Off duty employees attending classes shall not be eligible for compensation for time spent in training or travel to and from class.

The employee will not be charged with a refusal of an overtime shift or detail if the employee is scheduled for class.

The Town will compensate EMT-Basics and EMT-Paramedics for additional training that is above and beyond regular certification that is required by the Chief.

Section 6: ALS Program Discontinued:

If the Town discontinues the ALS program, all affected employees will revert back to the prior conditions of employment and be subject to the current contract language and compensation schedules.

Section 7: Per Diem Paramedics

The Town and union agree to utilize per diem paramedics for a limited period of time. The Town’s intention is to use per diems until such time as the Town reaches a minimum staffing level of eight (8) full-time paramedics. At that time the Town will reassess its needs in regard to this use.

Per diem paramedics shall only be used to fill full time paramedic positions after the current full time paramedic overtime list has been exhausted. All per diem paramedics used for the town shall be credentialed through the departments Medical Control Doctor. Per diem paramedics shall only be used for shifts that are staffed with regular full time paramedics.

Per diem paramedics may be used through 6/30/2014. This date may be extended through mutual consent.



**ARTICLE 42
FEDERAL DEPLOYMENT**

Employees who are Federally deployed may be granted, with prior written approval of the Chief, unpaid leave and will not be charged personal, vacation, or swap time, unless requested by the employee.

With prior written approval from the Chief, a Federal deployment may be extended.

**ARTICLE 43
EXERCISING ON DUTY**

No more than two employees may exercise at the same time for up to 45 minutes within their assigned facility.

All equipment purchases and equipment maintenance is the responsibility of the union.

The Chief reserves the right to rescind this privilege should any evidence of abuse or interference with job performance should arise.

**ARTICLE 44
DURATION OF AGREEMENT**

This Agreement constitutes a one year contract, covering the period of time from July 1, 2010 up until and including June 30, 2011; however, if an agreement is not reached on a new contract on or before June 30, 2011, this Agreement shall continue in force and effect until a new contract is agreed upon, ratified, and signed by both parties.

FOR THE TOWN OF WESTFORD

Kelly J. Ross
Sabine A. Wynnell
Andrew D. Sweeney
MSU
Paul S. Jeff
Date 8/10/2010

FOR THE UNION

[Signature]
Alta B. B. B.
Shawn P. Sweeney
Timothy Belkum
Date 8/26/2010

[Signature]
PHT

ATTACHMENT #1

EVT CERTIFICATION

FIRE APPARATUS TECHNICIAN

LEVEL –LIGHT DUTY **\$125**

F-2 FIRE APPARATUS DESIGN 7 PERFORMANCE

LEVEL-1 HEAVY DUTY **\$125**

SAME AS LIGHT DUTY

LEVEL 2 –LIGHT DUTY **\$125**

F-3 FIRE PUMPS AND ACCESSORIES

F-4 ELECTRICAL SYSTEMS

LEVEL 2 HEAVY DUTY **\$125**

SAME AS LIGHT DUTY

LEVEL 3-LIGHT DUTY **\$125**

NO TESTS

MASTER-HEAVY DUTY **\$1,000**

F-5 AERIAL FIRE APPARATUS

F-6 ALLISON AUTOMATIC TRANSMISSION

AMBULANCE TECHNICIAN

LEVEL 1 **\$125**

**E-1 DESIGN AND PERFORMANCE AND PREVENTATIVE MAINTENANCE OF
AMBULANCES**

LEVEL 2 **\$125**

E-2 AMBULANCE ELECTRICAL SYSTEMS

E-3 AMBULANCE HEATING, AIR CONDITIONING & VENTILATION

MASTER AMBULANCE TECHNICIAN **\$500**

E-4 AMBULANCE CAB, CHASSIS AND BODY

**EACH LEVEL ALSO HAS ASE TESTS THAT ARE REQUIRED FOR MASTER
LEVEL CERTIFICATION**

ASE TESTS

T-1, T-2, T-3, T-4, T-5, T-6, T-7

A-1, A-2, A-3, A-4, A-5, A-6, A-7, A-8


PHT

ATTACHMENT #2



TOWN OF WESTFORD AND I.A.F.F. LOCAL 3126

A commitment letter/agreement for 3 years:

In consideration of the Town of Westford and the Fire Department paying for the tuition of the union employee attending the Paramedic Program including required books, didactic and clinical rotations and related cost it is agreed as follows:

The union employee does hereby agree to remain an employee of the Town of Westford Fire Department for a term of three (3) years after completion of the classroom portion and upon successful certification as a Massachusetts EMT-Paramedic and will maintain said certification and authorization to practice as a Massachusetts EMT-Paramedic.

In the event that union employee fails to remain in the employment of the Westford Fire Department for the three year period as specified above, he/she shall forthwith repay the Town of Westford for the tuition, books and related cost expended for his/her participation in the Paramedic Program. The amount to be repaid shall be prorated over a thirty-six (36) month period such that each month he/she is employed by the Town of Westford shall reduce the amount owed by a factor of 1/36th. This excludes any paramedic who is injured and cannot work and any written notice of lay-off, reductions in force or similar termination's of employment for other than disciplinary reasons.

Employee Signature

Date

Please Print Name

[Handwritten signature]
PHT

SIDE LETTER

This letter reflects an understanding reached by the parties in the negotiation of the 2003-2004 and 2004-2005 Agreements.

Without otherwise restricting the Fire Chief's right to assign employees to groups, the Chief agrees to amend the frequency of automatic group reassignment from every six months to one year. The automatic reassignment shall be, consistent with past practice, be one person per group and equitably rotated over time between all members of the group.

With respect to other group assignment changes for personnel reasons, the Chief shall give the members of the affected group a notice of his intent to change group assignments and will meet with the affected employees to explain the reasons. The Union may have a representative present. If the situation is not corrected to the satisfaction of the Chief, he will provide the affected employees, and others who will be transferred into the affected group, a minimum of thirty (30) days' notice of the group assignment change.



PHT